

File No. 190518

Committee Item No. 4

Board Item No. 11

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 6, 2019

Board of Supervisors Meeting:

Date: June 18, 2019

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ordinance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

#### OTHER

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Controller's MOU Costing Analysis</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Unrepresented Employees Job Codes List Unit 01</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Unrepresented Employees Job Codes List Unit 02</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>MOU Referral - May 21, 2019</u>
<input type="checkbox"/>	<input type="checkbox"/>	<u> </u>

Prepared by: John Carroll

Date: May 31, 2019

Prepared by: John Carroll

Date: June 12, 2019

[Compensation for Unrepresented Employees]

**Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2019.**

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
**Additions to Codes** are in single-underline italics Times New Roman font.  
**Deletions to Codes** are in ~~strikethrough italics Times New Roman font~~.  
**Board amendment additions** are in double-underlined Arial font.  
**Board amendment deletions** are in ~~strikethrough Arial font~~.  
**Asterisks (\* \* \* \*)** indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Pursuant to Charter Section A8.409-1, the Mayor hereby proposes and the Board of Supervisors approves the wages, hours, and other terms and conditions of employment set forth herein to be applicable to all unrepresented job codes or positions of City employment.

Unless specifically noted, the following provisions are applicable to all employees covered by this Ordinance, which includes Miscellaneous Unrepresented employees (unit 001) and Management Unrepresented employees (unit 002). As used in this Ordinance, the term Appointing Officer shall include the Appointing Officer's designee, unless otherwise specified. For informational purposes, a list of job codes designated as Miscellaneous Unrepresented and Management Unrepresented is on file with the Clerk of the Board of Supervisors in Board File No. 190518.

1           SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

2           A.     All terms and conditions of employment not covered under this Ordinance shall  
3 continue to be subject to the City's direction and control. Unless specifically addressed  
4 herein, those terms and conditions of employment that are set forth in the Charter,  
5 Administrative Code, Civil Service Rules, and City and departmental policies and procedures  
6 shall apply to employees covered by this Ordinance.

7           B.     Nothing in this Ordinance shall have application to changes of Civil Service rules  
8 and matters subject to the exclusive jurisdiction of the Civil Service Commission under  
9 Charter Section A8.409-3, unless specifically approved by the Civil Service Commission,  
10 except as such changes may affect compensation.

11  
12           SECTION 2. WAGE RATES

13           A.     The wage rates for job codes covered by this Ordinance for fiscal year 2019-  
14 2020 shall be increased as follows:

15                       Effective July 1, 2019:               3.00%

16                       Effective December 28, 2019:       1.00%

17           B.     The pay plan for classification 1283 – Director, Employee Relations Division  
18 shall be the same range of pay as the 0954 – Deputy Director IV classification.

19                       The pay plan for classification 1282 – Manager, Employee Relations Division  
20 shall be the same range of pay as the 0932 – Manager IV classification.

21                       The pay plan for classification 1281 – Senior Employee Relations  
22 Representative shall be the same range of pay as the 1824 – Principal Administrative Analyst  
23 classification. There shall be three additional five percent (5%) steps (Steps 6, 7 & 8) at the  
24 top of the range for this classification. The Employee Relations Director may place  
25

1 employees in Step 6, 7 or 8, contingent upon the Employee Relations Director designating the  
2 employee as the City's principal representative for a major employee group.

3 The pay plan for classification 1280 – Employee Relations Representative shall  
4 be the same range of pay as the 1244 – Senior Personnel Analyst classification. There shall  
5 also be three additional five percent (5%) steps (Steps 1, 2 & 3) at the bottom of the range.  
6 The Employee Relations Director may place employees in Step 6, 7 or 8, contingent upon the  
7 Employee Relations Director designating the employee as having lead responsibilities in  
8 employee-employer relations matters.

9 The pay plan for classification 1293 – Human Resources Director shall be the  
10 same range of pay as the 0964 – Department Head IV classification.

11 C. The pay plan for classification 1682 – Controller shall be the same range of pay  
12 as the 0965 – Department Head V classification.

13 D. The Port Commission shall determine the salary for classification 9399 Port  
14 Director, pursuant to Charter Appendix B, Section B3.581(h).

15 E. All base wage calculations shall be rounded to the nearest whole dollar, bi-  
16 weekly salary.

### 18 SECTION 3. INTERNAL ADJUSTMENT PROCESS

19 Upon request of an Appointing Officer, the Human Resources Director, with the  
20 concurrence of the Controller, may approve internal salary adjustments for members of the  
21 Management Unit (002), except for the Mayoral Staff classifications (0881-0905), based upon  
22 the following:

#### 23 A. Standards

24 The following shall be the standards for internal adjustments for the wage rates for a  
25 particular job code:

1           1.     The salary for the job code is below the prevailing wage level in the relevant  
2 labor market as demonstrated by verifiable salary data; and/or

3           2.     There is an ongoing and demonstrable recruitment and/or retention problem for  
4 the job code; and/or

5           3.     Traditional salary relationships, which continue to be justified, have been  
6 substantially altered; and/or

7           4.     The duties, responsibilities, and/or minimum requirements for a job code have  
8 been altered significantly; and/or

9           5.     Adjustment is necessary to maintain comparability with similarly-situated  
10 employees in represented bargaining units.

11           B.     Internal Adjustment Cap

12                 Internal adjustment costs shall not exceed an annualized cost of 1.15% of the total  
13 payroll cost for the employees covered by this Ordinance, 0.25% of which is available for base  
14 wage adjustments, and 0.90% of which is available for one-time adjustments.

15  
16           SECTION 4. ACTING ASSIGNMENT PAY

17           A.     Employees assigned by the Appointing Officer to perform the full range of  
18 essential functions of a position in a higher job code shall receive compensation at a higher  
19 salary if all of the following conditions are met:

20           1.     The assignment is in writing with copies to the Department of Human Resources  
21 and Controller.

22           2.     The assignment conforms to all Civil Service Commission Rules, policies and  
23 procedures.

24           3.     The position to which the employee is assigned is a budgeted position.  
25

1           4.     The employee is assigned to perform the duties of a higher job code for longer  
2 than ten (10) consecutive working days, after which acting assignment pay shall be retroactive  
3 to the first day of the assignment.

4           B.     If each of the above criteria are met, and upon written approval by the  
5 Appointing Officer, an employee shall be paid one full salary step adjustment (approximately  
6 5%) as acting assignment pay, provided that pay does not exceed the maximum step of the  
7 salary grade of the job code to which the employee was temporarily assigned. Premiums  
8 based on percent of salary shall be paid at a rate that includes acting assignment pay.

9           C.     This provision does not govern requests for classification or reclassification  
10 review.

#### 11 12           SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

13           The Appointing Officer may adjust the compensation of a supervisory employee whose  
14 compensation grade is set by this Ordinance subject to the following conditions:

15           A.     The supervisor, as part of the regular responsibilities of the supervisor's job  
16 code, supervises, directs, is accountable for, and is in charge of the work of a subordinate or  
17 subordinates.

18           B.     The supervisor must actually supervise the technical content of subordinate  
19 work and possess education and/or experience appropriate to the technical assignment.

20           C.     The organization is a permanent one approved by the Appointing Officer or  
21 applicable board or commission, and is a matter of record based upon review and  
22 investigation by the Department of Human Resources.

23           D.     The job codes of both the supervisor and the subordinate are appropriate to the  
24 organization and have a normal, logical relationship to each other in terms of their respective  
25 duties and levels of responsibility and accountability in the organization.

1 E. The compensation grade of the supervisor is less than one full step  
2 (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee  
3 supervised.

4 F. The adjustment of the compensation grade of the supervisor shall not exceed  
5 5% over the compensation, exclusive of extra pay, of the employee supervised. If the  
6 application of this section adjusts the compensation grade of an employee in excess of the  
7 employee's immediate supervisor, whose job code is also covered by this Ordinance, the pay  
8 of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the  
9 base rate of the supervisor's highest paid subordinate, provided that the other applicable  
10 conditions of this section are also met.

11 G. In no event will the Appointing Officer approve a supervisory salary adjustment  
12 in excess of two (2) full steps (approximately 10%) over the supervisor's current base  
13 compensation, exclusive of extra compensation. If in the following fiscal year a salary inequity  
14 continues to exist, the Appointing Officer may again review the circumstances and may grant  
15 an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

16 H. The compensation adjustment is retroactive to the date the employee became  
17 eligible, but not earlier than the beginning of the current fiscal year.

18 I. The Human Resources Department may review any changes in the conditions  
19 or circumstances that were and are relevant to the request for salary adjustment under this  
20 section.

21  
22 SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED  
23 EMPLOYEES ONLY)

24 A. When an exempt employee in the Management Unit (002) covered by this  
25 Ordinance is involuntarily released from employment, the Appointing Officer will endeavor to

1 inform the employee at least thirty (30) calendar days before the employee's final day of work.  
2 Where the Appointing Officer fails or declines to inform the employee a full thirty (30) days in  
3 advance, the employee shall receive pay in lieu of the number of days less than thirty (30)  
4 upon which the employee was informed.

5 B. Except as otherwise provided in this Section 6, when an exempt employee in the  
6 Management Unit (002) covered by this Ordinance is involuntarily released from employment  
7 and fully separated from City service, i.e., no underlying permanent job code, the employee  
8 shall also receive one week's severance pay for each full year of continuous service, up to a  
9 maximum of 26 weeks, in exchange for a release signed by the employee of any and all  
10 claims arising out of the employee's employment, including but not limited to termination of  
11 that employment and claims arising under this Ordinance, that the employee may have  
12 against the City, including any City officer or employee. This release shall be in a form  
13 acceptable to the City Attorney and shall include a waiver of any rights the employee may  
14 have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the  
15 California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act.  
16 The release shall exclude the right to grieve the proper amount of notice or severance pay  
17 due under this section.

18 C. When an exempt employee in the Management Unit (002) covered by this  
19 Ordinance is involuntarily returned to a permanent job code, that employee may elect to  
20 separate fully from City service and in such case shall receive one week's severance pay for  
21 each full year of continuous service, up to a maximum of 26 weeks, in exchange for a release  
22 signed by the employee of any and all claims arising out of employee's employment, including  
23 but not limited to termination of that employment and claims arising under this Ordinance, that  
24 the employee may have against the City including any City officer or employee. This release  
25 shall be in a form acceptable to the City Attorney and shall include a waiver of any rights the



1 employee may have to return to City employment (e.g., holdover roster), a waiver of Section  
2 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in  
3 Employment Act. The release shall exclude the right to grieve the proper amount of notice or  
4 severance pay due under this section.

5 D. Additionally, any employee accepting severance pay under this provision shall  
6 be ineligible for appointment to City service under Charter Section A8.511 ("Proposition F"  
7 appointment) in the department from which the employee was released for a period of two (2)  
8 years from the date of release.

9 E. If the employee declines to elect severance within ten (10) working days of  
10 receiving an offer of severance, then the City will afford the employee any due process and  
11 appeal rights that may be available under this Ordinance, and severance pay will not be  
12 available to the employee.

13 F. Payment of severance is dependent upon approval by the Appointing Officer,  
14 Controller, and the Human Resources Director. Approval will be based on a good faith  
15 consideration of whether the employee's release was involuntary, was initiated by the  
16 Appointing Officer, and was in the best interests of the City; and whether the termination of  
17 employment was based on conduct involving misappropriation of public funds or property,  
18 misuse or destruction of public property, mistreatment of persons (including actions of  
19 discrimination, harassment or retaliation), acts or omissions of dishonesty, or acts that would  
20 constitute a felony or misdemeanor. Additionally, an employee eligible for severance pursuant  
21 to Sections 6(B) or 6(C) above may receive severance pursuant to either section, but not  
22 both.  
23  
24  
25

1           SECTION 7. PREMIUM PAY

2           All premiums and additional forms of compensation described in this Ordinance shall  
3 be paid only for actual hours worked.

4           There shall be no pyramiding of premiums for purposes of compensation calculations.  
5 Each premium shall be calculated on the base wage rate exclusive of any and all premiums,  
6 benefits and other forms of additional compensation.

7  
8           SECTION 8. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

9           Appointing Officers may appoint employees to any step, at any time, in the salary  
10 grade up to but not exceeding the maximum of the salary grade. If there are no steps within  
11 the salary grade, the Appointing Officer may appoint employees to any place within the grade  
12 at any time, providing that the placement does not exceed the salary grade maximum.

13           Employees who enter below the salary grade maximum may advance one step  
14 following completion of one year required service. Further increments may accrue following  
15 completion of the required service at this step and at each successive step.

16           An employee's scheduled step increase may be denied if the employee's performance  
17 has been unsatisfactory to the City. The denial of a step increase is subject to the grievance  
18 procedure; provided, however, that nothing in this section is intended to or shall make  
19 performance evaluations subject to the grievance procedure.

20  
21           SECTION 9. METHODS OF CALCULATION

22           A.     Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis  
23 shall be paid the bi-weekly salary for the position for work performed during the bi-weekly  
24 payroll period. There shall be no compensation for time not worked unless such time off is  
25 authorized time off with pay.

1           B.     Per Diem or Hourly. An employee whose compensation is fixed on a per diem  
2 or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly  
3 payroll period on a bi-weekly pay grade. There shall be no compensation for time not worked  
4 unless such time off is authorized time off with pay.

5  
6           SECTION 10. WORK SCHEDULES

7           A.     REGULAR WORK SCHEDULES

8           1.     Regular Work Day. Unless otherwise provided in this Ordinance, a regular  
9 workday is a tour of duty of eight (8) hours of work completed within not more than nine (9)  
10 hours.

11          2.     Regular Work Week. The Appointing Officer shall determine the work schedule  
12 for employees. A regular work week is a tour of duty of five (5) worked days within a seven  
13 (7) day period. However, employees who are moving from one shift or one work schedule to  
14 another may be required to work in excess of five (5) working days in conjunction with  
15 changes in their work shifts or schedules.

16          3.     Employees shall receive no compensation when properly notified (2-hour notice)  
17 that work applicable to the job code is not available because of inclement weather conditions,  
18 shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are  
19 not properly notified and report to work and are informed no work applicable to the job code is  
20 available shall be paid for a minimum of two (2) hours. Employees who have been  
21 designated by their department as emergency personnel must report to work as scheduled  
22 unless otherwise notified by the Appointing Officer. Employees who begin their shifts and are  
23 subsequently relieved of duty due to the above reasons shall be paid a minimum of two (2)  
24 hours, and for hours actually worked beyond two (2) hours, computed to the nearest one-  
25 quarter hour.

1           B.     ALTERNATE WORK SCHEDULES

2           The Appointing Officer may enter into cost equivalent alternate work schedules for  
3 some or all employees covered by this Ordinance. Such alternate work schedules may  
4 include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5)  
5 days; or a combination of features mutually agreeable to the parties. Such changes in the  
6 work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and  
7 privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

8           C.     VOLUNTARY REDUCED WORK WEEK

9           Subject to approval by the Appointing Officer, employees covered by this Ordinance  
10 may voluntarily elect to work a reduced work week for a specified period of time. Such  
11 reduced work week shall not be less than twenty (20) hours per week. Pay, vacation,  
12 holidays and sick pay shall be reduced proportionately in accordance with any such reduced  
13 work week.

14  
15          SECTION 11. STANDBY PAY

16          Employees who, as part of the duties of their positions are required by the Appointing  
17 Officer to standby when normally off duty to be instantly available to be called in for immediate  
18 service to perform their regular duties, shall be paid ten percent (10%) of their regular straight  
19 time rate of pay for the period of standby service. When such employees are called to  
20 perform their regular duties during the period of standby service, they shall immediately  
21 respond, and shall be paid while engaged in such service at the usual rate of pay for such  
22 service.

23          The provisions authorizing standby pay do not apply to job codes designated by a "Z"  
24 symbol.

1           SECTION 12. OVERTIME COMPENSATION

2           A.     Subject to sub-paragraphs (B) through (D) below, the Appointing Officer may  
3 require employees to work longer than the regular work day or the regular work week

4           B.     Employees working in job codes who are designated as having a regular work  
5 week of less than forty (40) hours shall not be entitled to overtime compensation for work  
6 performed in excess of their specified regular hours until such hours exceed forty (40) hours  
7 actually worked per week. Overtime shall be calculated and paid on the basis of the total  
8 number of straight time hours actually worked in a week. Overtime compensation so earned  
9 shall be computed subject to all the provisions and conditions set forth in this section 12.

10          C.     Only legal holidays, listed in Section 14 ("Holidays"), shall count as hours  
11 worked for the purposes of computing overtime.

12          D.     Employees in non-"Z" designated job codes who are required to work overtime  
13 shall be paid at a rate of one and one-half times their regular base rate. An employee may  
14 elect to accrue Compensatory Time Off ("CTO") in lieu of overtime, provided that the  
15 Appointing Officer approves that election. In no instance may an employee accrue more than  
16 one hundred sixty (160) hours of CTO. Non-"Z" classified employees who are appointed to a  
17 position in another department shall have their entire CTO balance paid out at the rate of the  
18 underlying classifications prior to appointment. Non-"Z" classified employees who are  
19 appointed to positions in a higher, non-"Z" designated classifications or who are appointed to  
20 positions in a "Z" designated classifications shall have their entire CTO balance paid out at the  
21 rate of the lower classifications prior to promotion.

22          E.     Employees in job codes designated by a "Z" symbol shall not be paid for  
23 overtime worked but may earn CTO at the rate of one hour for each hour worked in excess of  
24 40 hour per week. The maximum amount of CTO a Z designated employee may accrue is  
25 one hundred sixty (160) hours with the exception of class 1282 Manager Employee Relations,

1 for whom the maximum amount of CTO such employees may accrue is one hundred (100)  
2 hours in a fiscal year. In lieu of accruing CTO during the fiscal year, unrepresented  
3 department heads, the 1283 Director of Employee Relations and employees in AB44  
4 Confidential Chief Attorney II shall have the same Management Leave benefit applicable to  
5 employees in job codes assigned to the EM Group.

### 6 7 SECTION 13. FAIR LABOR STANDARDS ACT

8 To the extent that this Ordinance fails to afford employees the overtime or  
9 compensatory time off benefits to which they are entitled under the Fair Labor Standards Act  
10 ("FLSA"), this Ordinance authorizes and directs all City departments to ensure that their  
11 employees receive, at a minimum, such FLSA benefits.

### 12 13 SECTION 14. HOLIDAYS

14 Except when normal operations require, or in an emergency, employees covered by  
15 this Ordinance shall not be required to work on the following days hereby declared to be  
16 holidays for such employees:

17 January 1 (New Year's Day)

18 the third Monday in January (Martin Luther King, Jr.'s Birthday)

19 the third Monday in February (President's Day)

20 the last Monday in May (Memorial Day)

21 July 4 (Independence Day)

22 the first Monday in September (Labor Day)

23 the second Monday in October (Indigenous Peoples Day and Italian American Heritage  
24 Day)

25 November 11 (Veteran's Day)

1           Thanksgiving Day

2           the day after Thanksgiving

3           December 25 (Christmas Day)

4           Provided however, that, if January 1, July 4, November 11 or December 25 falls on a  
5 Sunday, the following Monday is the holiday.

6           In addition, any day declared a holiday by proclamation of the Mayor, after such day  
7 has been declared a holiday by the Governor of the State of California or the President of the  
8 United States, shall also be a holiday.

9           For those employees assigned to a work week of Monday through Friday, and in the  
10 event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday;  
11 provided, however, that except where the Governor declares that such preceding Friday shall  
12 be a legal holiday, each department head shall make provision for the staffing of public offices  
13 under the department head's jurisdiction on such preceding Friday, so that those public offices  
14 may serve the public as provided in the Administrative Code Section 16.4. Those employees  
15 who work on a Friday that is observed as a holiday in lieu of a holiday falling on Saturday shall  
16 be allowed a day off in lieu thereof as scheduled by the Appointing Officer in the current or  
17 following fiscal year. The City shall provide one week's advance notice to employees  
18 scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

19           The City shall accommodate religious belief or observance of employees as required  
20 by law.

21           Employees are entitled to five (5) floating holidays totaling forty (40) hours (pro-rated  
22 for eligible part-time employees), in each fiscal year to be taken on days selected by the  
23 employee subject to prior scheduling approval of the Appointing Officer. Employees hired on  
24 an as-needed, intermittent or seasonal basis shall not receive floating holidays. Floating  
25 holidays may be taken in hourly increments up to and including the number of hours

1 contained in the employee's regular shift. Floating holidays may be carried forward from one  
2 fiscal year to the next. The number of floating holidays carried forward to a succeeding fiscal  
3 year may not exceed the total number of floating holidays received in the previous fiscal year.  
4 No compensation of any kind shall be earned or granted for floating holidays not taken.

5 Floating holidays are to be scheduled per mutual agreement, based on operational  
6 needs of the department.

#### 7 8 SECTION 15. HOLIDAY COMPENSATION FOR TIME WORKED

9 Employees required by their Appointing Officer to work on any of the holidays specified  
10 in Section 14 or to substitute holidays excepting Fridays observed as holidays in lieu of  
11 holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay  
12 at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours pay for eight (8)  
13 hours worked or a proportionate amount if less than eight (8) hours worked; provided,  
14 however, that at an employee's request and with the approval of the Appointing Officer, an  
15 employee may be granted CTO in lieu of paid overtime.

16 Employees occupying positions that are exempt from the FLSA shall not receive extra  
17 compensation for holiday work but may be granted time off at the discretion of the Appointing  
18 Officer.

#### 19 20 SECTION 16. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER 21 THAN MONDAY THROUGH FRIDAY

22 A. Employees assigned to seven (7) day-operation departments or employees  
23 working a five (5) day work week other than Monday through Friday shall be allowed another  
24 day off if a holiday falls on one of their regularly scheduled days off.  
25



1 B. Employees whose holidays are changed because of shift rotations shall be  
2 allowed another day off if a legal holiday falls on one of their days off.

3 C. Employees required to work on a holiday that falls on a Saturday or Sunday  
4 shall receive holiday compensation for work on that day. Holiday compensation shall not then  
5 be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday  
6 following a Sunday holiday.

7 D. Sections (B) and (C) above shall apply to part-time employees on a pro-rata  
8 basis. If the provisions of this section deprive an employee of the same number of legal  
9 holidays that an employee receives who works Monday through Friday, the employee shall be  
10 granted additional days off to equal such number of holidays. The designation of such days off  
11 shall be by mutual agreement of the employee and the appropriate employer representative.  
12 Such days off must be taken within the fiscal year. In no event shall the provisions of this  
13 section result in the employee receiving more or less holidays than an employee on a Monday  
14 through Friday work schedule.

15  
16 SECTION 17. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

17 Persons employed for holiday work only, or persons employed on a part-time work  
18 schedule that is less than twenty (20) hours in a bi-weekly pay period, or persons employed  
19 on an intermittent part-time work schedule (not regularly scheduled), or persons employed on  
20 as-needed, seasonal or project basis for less than six (6) months continuous service, or  
21 persons on leave without pay status both immediately preceding and immediately following  
22 the legal holiday shall not receive holiday pay.

1           SECTION 18. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

2           Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly  
3 pay period shall be entitled to holiday pay on a proportionate basis.

4           Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in  
5 a bi-weekly pay period, therefore, part-time employees, as defined in the immediately  
6 preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours  
7 regularly worked in a bi-weekly pay period. The computation of holiday time off shall be  
8 rounded to the nearest hour.

9           The proportionate amount of holiday time off shall be taken in the same fiscal year in  
10 which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the  
11 employee and the Appointing Officer.

12  
13           SECTION 19. IN-LIEU HOLIDAYS

14           A.     Requests for in-lieu holidays shall be made to the Appointing Officer within thirty  
15 (30) days after the holiday is earned and must be taken within the fiscal year.

16           B.     In-lieu holidays will be assigned by the Appointing Officer if not scheduled in  
17 accordance with the procedures described herein.

18           C.     An in-lieu holiday can be carried over into the next fiscal year only with the  
19 written approval of the Appointing Officer.

20  
21           SECTION 20. PROBATIONARY PERIODS

22           Probationary periods shall be defined and administered by the Civil Service  
23 Commission. All permanent civil service appointees shall serve a probationary period of  
24 2,080 regularly scheduled hours work, including legal holidays (LHP).

1 A probationary period may be extended by mutual written agreement between the  
2 employee and the Appointing Officer.

#### 3 4 SECTION 21. HEALTH AND WELFARE

5 The City's contributions to employee health, dental, and other insurance benefits will be  
6 equivalent to those offered to members of the City's bargaining unit #32.

7 In addition, employees who are Health Services System members are eligible for one  
8 (1) annual VDT examination and prescribed eyewear.

#### 9 10 SECTION 22. RETIREMENT CONTRIBUTION

11 Employees in classifications covered by this Ordinance shall pay their own employee  
12 retirement contributions as set forth in the San Francisco Charter.

13 The parties acknowledge that the San Francisco Charter establishes the levels, terms  
14 and conditions of retirement benefits for members of the San Francisco City and County  
15 Employees Retirement System ("SFERS"). The fact that the Ordinance does not specify that  
16 a certain item of compensation is excluded from retirement benefits does not and should not  
17 be construed to mean that SFERS will include the compensation when calculating retirement  
18 benefits.

#### 19 20 SECTION 23. PRE-RETIREMENT PLANNING SEMINAR

21 Subject to development, availability, and scheduling by SFERS, employees shall be  
22 allowed release time to attend a pre-retirement planning seminar sponsored by SFERS.

23 Employees must provide at least two (2) weeks advance notice of their desire to attend  
24 a retirement planning seminar to the Appointing Officer. An employee who has timely  
25 requested release time shall be released from work to attend the seminar unless staffing

1 requirements or other department exigencies require, the employee's attendance at work on  
2 the day such seminar is scheduled. Release time shall not be unreasonably withheld.

3 All such seminars must be located within the Bay Area.

4 This section shall not be subject to the grievance procedure.

#### 5 6 SECTION 24. WORKERS' COMPENSATION AND RETURN TO WORK

7 The City will make a good faith effort to return employees who have sustained an  
8 occupational injury or illness to temporary modified duty within the employee's medical  
9 restriction. Duties of the modified assignment may differ from the employee's regular job  
10 duties or from job duties regularly assigned to employees in the injured employee's job code.  
11 Where appropriate modified duty is not available within the employee's job code, on the  
12 employee's regular shift, and in the employee's department, the employee may be temporarily  
13 assigned pursuant to this section to work in another job code, on a different shift, and/or in  
14 another department, subject to the approval of the Appointing Officer. The decision to provide  
15 modified duty and/or the impact of such decisions shall not be subject to grievance or  
16 arbitration. Modified duty assignments may not exceed three (3) months. An employee  
17 assigned to a modified duty assignment shall the regular base rate of pay and shall not be  
18 eligible for any other additional compensation (premiums) or out of class assignment pay as  
19 may be provided under this Ordinance.

20 An employee who is absent because of an industrial disability and who is receiving  
21 Temporary Disability, Vocational Rehabilitation Maintenance Allowance, or State Disability  
22 Insurance, may request to supplement the amount of disability indemnity payment with salary  
23 to be charged against the employee's accumulated unused sick leave with pay credit balance,  
24 CTO, vacation, or other paid leave as available, so as to equal the normal salary the  
25

1 employee would have earned for the regular work schedule. Use of CTO for this purpose  
2 requires approval from the employee's Appointing Officer.

3 An employee who wishes not to supplement, or who wishes to supplement with CTO or  
4 vacation, must submit a written request to the Appointing Officer within seven (7) calendar  
5 days following the first date of absence. Disability indemnity payments will be automatically  
6 supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use  
7 them) to provide up to the employee's normal salary unless the employee makes an  
8 alternative election as provided in this section.

9 Employee supplementation of workers' compensation payments to equal the full salary  
10 the employee would have earned for the regular work schedule in effect when the workers'  
11 compensation leave began shall be drawn only from an employee's paid leave credits  
12 including vacation, sick leave, or other paid leave as available. An employee returning from  
13 disability leave will accrue sick leave at the regular rate and not an accelerated rate.

14 Salary may be paid on regular time-rolls and charged against the employee's sick  
15 leave with pay, vacation, or CTO credit balance during any period before the determination of  
16 eligibility for disability indemnity payment without requiring a signed option by the employee.  
17 Sick leave with pay, vacation, or CTO credits shall be used to supplement disability indemnity  
18 pay at the minimum rate of one (1) hour units.

19 This section clarifies and supersedes any conflicting provisions of the Civil Service  
20 Commission Rules that are within the Charter authority or reserved rights of the Board of  
21 Supervisors.

## 22 23 SECTION 25. STATE DISABILITY INSURANCE COVERAGE

24 Upon a statement by a majority of employees in a job code, or by the sole incumbent in  
25 a single "A" position, or by the majority of employees in a multi "A" position, requesting that

1 they be enrolled in the State Disability Program, the City shall take all necessary action to  
2 enroll affected employees therein.

3  
4 SECTION 26. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION  
5 STATUTES

6 This Ordinance shall be interpreted, administered, and applied in a manner that  
7 complies with the provisions of federal, state, and local disability and anti-discrimination laws.  
8 The City shall have the right to take whatever action it deems appropriate to ensure  
9 compliance with such laws.

10 A complaint of discrimination may, at the option of the employee, be processed through  
11 the grievance procedure of this Ordinance, or through the applicable Civil Service rules, the  
12 City Administrative Code, and federal and state law. If the employee elects to pursue  
13 remedies for discrimination complaints outside the procedure of this Ordinance, that election  
14 shall constitute a waiver of the right to pursue that complaint through the grievance process  
15 under this Ordinance. To the extent permissible by law, if there is an election to pursue the  
16 complaint through the grievance process under this Ordinance, that election shall constitute a  
17 waiver of the right to pursue the complaint in other forums.

18  
19 SECTION 27. TUITION REIMBURSEMENT

20 The City will allocate \$30,000 for the Tuition Reimbursement Program for employees  
21 covered by this Ordinance. Employees covered by this Ordinance may be reimbursed up to a  
22 maximum of \$2,500 for tuition, registration fees, books and other materials for internal or  
23 external training programs that will enhance the employee's work skills, professional  
24 conferences, professional association memberships and desired licenses relevant to the  
25 employee's current classification. Tuition reimbursement must be approved by the employee's

1 Appointing Officer and be in accordance with procedures determined by the Human  
2 Resources Director.

3 Subject to approval by the Appointing Officer and to the extent funds are available, and  
4 as permissible under applicable law, including Administrative Code Chapter 12X, employees  
5 may utilize up to \$1,000 of the maximum funds available to them under this section to pay for  
6 the cost of reasonable and necessary travel and lodging for approved training. Travel  
7 reimbursement rates shall be as specified by, and guidance regarding Chapter 12X provided  
8 in, the Controller's Accounting Policies and Procedures. Tuition Reimbursement Funds may  
9 not be used for food.

10 In addition, subject to the approval of the Appointing Officer, an employee may also be  
11 reimbursed up to \$1,000 of the maximum funds available to them for the purchase of  
12 handheld electronic devices (e.g. smartphones, tablets), laptop computers, professional  
13 software, and books and subscriptions for use in the performance of their City duties. Tuition  
14 reimbursement must be approved by the Appointing Officer and be in accordance with  
15 procedures determined by the Human Resources Director.

16  
17 SECTION 28. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR  
18 REGISTRATIONS

19 When a certificate, license or registration is required by the Civil Service Commission  
20 as a minimum qualification for City employment in a position covered by this Ordinance, the  
21 City will reimburse the employee for the amount of the mandatory fee for the renewal of such  
22 certificate, license or registration.

1           SECTION 29. BAR DUES

2           Full-time permanent exempt employees covered by this Ordinance who, as a condition  
3 of employment, are required to be a member of the California State Bar shall be reimbursed  
4 for annual mandatory minimum California State Bar dues, as well as one subcommittee  
5 membership.  
6

7           SECTION 30. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

8           Employees covered by this Ordinance shall be on paid status when assigned to attend  
9 required educational programs scheduled during normal working hours.  
10

11          SECTION 31. LIFE INSURANCE

12          Upon becoming eligible to participate in the Health Service System under San  
13 Francisco Administrative Code Section 16.700, the City shall provide life insurance in the  
14 amount of \$50,000 for all employees covered by this Ordinance.  
15

16          SECTION 32. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

17          All employees covered by this Ordinance shall be provided with safety equipment and  
18 protective clothing in accordance with Cal-OSHA requirements and as deemed appropriate  
19 and authorized by the Appointing Officer.  
20

21          SECTION 33. PARENTAL LEAVE

22          Upon proper advance notification, employees covered by this Ordinance may be  
23 granted up to forty (40) hours parental leave per fiscal year, four (4) hours of which will be  
24 paid leave to participate in the activities of a school or licensed child day care facility of any of  
25 the employee's children. An employee may take two (2) hours of paid leave between July 1 to



1 December 31, and another two (2) hours paid leave from January 1 to June 30. In addition,  
2 parental leave shall not exceed eight (8) hours in any calendar month of the year.

3 To qualify for parental leave, an employee must give reasonable notice to the  
4 employee's immediate supervisor before taking the time off. The employee must provide  
5 written verification from the school or licensed child day care facility that the employee  
6 participated in school/child care related activities on a specific date and at a particular time, if  
7 requested by management. The employee may utilize either existing vacation, CTO, or  
8 personal (unpaid) leave to account for absences qualifying for parental leave after the  
9 employee has used the paid leave hours as provided above. If both of the child's parents are  
10 employed by the City at the same worksite, the entitlement to a planned absence on parental  
11 leave applies only to the parent who first gives notice.

12 Denial of parental leave under this section is not subject to the grievance process.  
13

#### 14 SECTION 34. MILEAGE REIMBURSEMENT

15 Covered employees shall be reimbursed at the Controller's certified rate per mile when  
16 required to use their personal vehicle for City business.  
17

#### 18 SECTION 35. GRIEVANCE PROCEDURE

##### 19 A. Definition:

20 A grievance shall be defined as any dispute that involves the interpretation or  
21 application of this Ordinance. The grievance must state the circumstances about which the  
22 grievant claims to be aggrieved, the section(s) of the Ordinance that the grievant believes  
23 were violated, and the remedy or solution sought by the grievant.

##### 24 B. General Provisions: 25

1 In no event shall a grievance include a claim for money relief for more than a thirty (30)  
2 calendar day period before the grievant initiated the grievance.

3 If the supervisor or Appointing Officer fails to respond within the required time limits  
4 specified in paragraph C below, the grievant may then present the grievance in writing to the  
5 next higher step. If the grievant fails to present the grievance to the next higher step within  
6 the required time limits, then the grievance is considered withdrawn.

7 The parties may extend the time limits set forth in this grievance procedure by mutual  
8 written agreement.

9 Any deadline date under this section that falls on a Saturday, Sunday or a legal holiday  
10 listed in Section 14 shall be continued to the next business day.

11 C. Procedure:

12 Step 1 Immediate Supervisor

13 An employee having a grievance must first discuss it with the employee's immediate  
14 supervisor. The employee's immediate supervisor is the individual who immediately assigns,  
15 reviews or directs the work of an employee.

16 If a solution to the grievance, satisfactory to the employee and immediate supervisor, is  
17 not accomplished by the informal discussion, the employee may pursue the matter further.  
18 The employee shall submit a written statement of the grievance to the immediate supervisor  
19 within fifteen (15) calendar days of the facts or event giving rise to the grievance or within  
20 fifteen (15) calendar days from such time as the employee should have known of the  
21 occurrence thereof. The discussion with the supervisor described in the preceding paragraph  
22 does not extend the time to submit the written grievance.

23 The immediate supervisor will make every effort to arrive at a prompt resolution by  
24 investigating the issue. The immediate supervisor shall respond within ten (10) calendar  
25 days.

1           Step 2 Department Head or Designee

2           If the employee is not satisfied with the decision rendered at Step 1, the employee shall  
3 submit the grievance in writing to the Appointing Officer within fifteen (15) calendar days of  
4 receiving notification of the Step 1 decision or the due date for the Step 1 decision. The  
5 grievance shall include a specific description of the basis for the claim, the Ordinance  
6 section(s) believed violated and the resolution desired, and an explanation of why the Step I  
7 response is insufficient. The parties shall meet within fifteen (15) calendar days, unless a  
8 mutually agreed upon alternative is established. The Appointing Officer shall, within fifteen  
9 (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the  
10 date the meeting is held, whichever comes later, respond in writing to the grievance,  
11 specifying the reason(s) for concurring with or denying the grievance.

12           Step 3 Director, Employee Relations Division

13           If the employee is not satisfied with the decision of the Appointing Officer, the  
14 employee shall submit the grievance to the Employee Relations Director within fifteen (15)  
15 calendar days after receipt of the Appointing Officer's decision or the date that decision was  
16 due. The employee shall state why the Step II response is insufficient.

17           The Employee Relations Director shall have thirty (30) calendar days after receipt of  
18 the written grievance in which to review and seek resolution of the grievance and to render a  
19 decision concurring with or denying the grievance. The Employee Relations Director's  
20 decision shall be final and binding.

21  
22           SECTION 36. PAPERLESS PAY POLICY

23           A. The Citywide Paperless Pay Policy will apply to all employees covered by this  
24 Ordinance.

1 B. Under the policy, all employees shall be able to access their pay advices  
2 electronically, and print them in a confidential manner. Employees without computer access  
3 shall be able to receive hard copies of their pay advices through their payroll offices upon  
4 request, on a one-time or ongoing basis.

5 C. Under the policy, all employees (regardless of start date) will have two options for  
6 receiving pay: direct deposit or pre-loaded bank pay card.

#### 7 8 SECTION 37. SUBSTANCE ABUSE PREVENTION POLICY

9 All employees covered by this Ordinance shall be subject to post-accident testing as  
10 defined in the City's Substance Abuse Prevention Policy ("SAPP"). All employees covered by  
11 this Ordinance who perform safety-sensitive functions as defined by the SAPP shall be  
12 subject to reasonable suspicion testing as defined in the SAPP. The City's SAPP is posted on  
13 the Department of Human Resources website.

#### 14 15 SECTION 38. SAVINGS CLAUSE

16 If a court or administrative body of competent jurisdiction rules that any provision of this  
17 Ordinance is invalid, that ruling shall not invalidate the remaining provisions, which shall  
18 remain in full force and effect for the duration of this Ordinance. If any ruling by a court or  
19 administrative body renders any provision of this Ordinance invalid, the remaining provisions  
20 shall remain in full force and effect for the duration of this Ordinance.

#### 21 22 SECTION 39. EFFECTIVE AND OPERATIVE DATES.

23 This Ordinance shall become effective upon enactment, and shall become operative on  
24 July 1, 2019. Enactment occurs when the Mayor signs the Ordinance, the Mayor returns the  
25

1 Ordinance unsigned or does not sign the Ordinance within ten days of receiving it, or the  
2 Board of Supervisors overrides the Mayor's veto of the Ordinance.  
3

4 APPROVED AS TO FORM:  
5 DENNIS J. HERRERA, City Attorney

6 By:

7   
KATHARINE HOBIN PORTER  
Chief Labor Attorney

8 n:\labor\as2019\0200064\01360593.docx  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**LEGISLATIVE DIGEST**

[Compensation for Unrepresented Employees]

**Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2019.**

Existing Law

Under Charter Section A8.409-1, the Mayor proposes for approval by the Board of Supervisors the wages, hours, and other terms and conditions of employment set forth herein to be applicable to all unrepresented job codes or positions of City employment.

Amendments to Current Law

The proposed ordinance presents the Mayor's proposed wages, hours and other terms and conditions of employment applicable to all unrepresented job codes or positions of City employment for Fiscal Year 2019-2020.

n:\labor\as2018\0200064\01354340.docx



## Employee Relations

City and County of San Francisco  
Department of Human Resources

---

*CCSF NEGOTIATIONS 2019*

---

Unrepresented Employees

### Unrepresented Employees Job Codes Unit 001

001	Misc. Unrepresented Employees	1280	Employee Relations Representative	Z
001	Misc. Unrepresented Employees	1281	Senior Employee Relations Representative	Z
001	Misc. Unrepresented Employees	AC35	Board/Commission Secretary 3	N



## Employee Relations

City and County of San Francisco  
Department of Human Resources

---

CCSF NEGOTIATIONS 2019

---

Unrepresented Employees

### Unrepresented Employees Job Codes Unit 002

002	Mgt. Unrepresented Employees	0881	Mayoral Staff I	N
002	Mgt. Unrepresented Employees	0882	Mayoral Staff II	N
002	Mgt. Unrepresented Employees	0883	Mayoral Staff III	Z
002	Mgt. Unrepresented Employees	0884	Mayoral Staff IV	Z
002	Mgt. Unrepresented Employees	0885	Mayoral Staff V	Z
002	Mgt. Unrepresented Employees	0886	Mayoral Staff VI	Z
002	Mgt. Unrepresented Employees	0887	Mayoral Staff VII	Z
002	Mgt. Unrepresented Employees	0888	Mayoral Staff VIII	Z
002	Mgt. Unrepresented Employees	0889	Mayoral Staff IX	Z
002	Mgt. Unrepresented Employees	0890	Mayoral Staff X	Z
002	Mgt. Unrepresented Employees	0891	Mayoral Staff XI	Z
002	Mgt. Unrepresented Employees	0892	Mayoral Staff XII	Z
002	Mgt. Unrepresented Employees	0901	Mayoral Staff XIII	Z
002	Mgt. Unrepresented Employees	0902	Mayoral Staff XIV	Z
002	Mgt. Unrepresented Employees	0903	Mayoral Staff XV	Z
002	Mgt. Unrepresented Employees	0904	Mayoral Staff XVI	Z
002	Mgt. Unrepresented Employees	0905	Mayoral Staff XVII	Z
002	Mgt. Unrepresented Employees	1282	Manager,Employee Relations Division	Z
002	Mgt. Unrepresented Employees	1283	Director, Employee Relations Division	Z
002	Mgt. Unrepresented Employees	1293	Human Resources Director	Z
002	Mgt. Unrepresented Employees	1682	Controller	Z
002	Mgt. Unrepresented Employees	9399	Port Director	Z
002	Mgt. Unrepresented Employees	9979	Labor and Employment Advisor	Z
002	Mgt. Unrepresented Employees	AB44	Confidential Chief Attorney II, (Civil & Criminal)	Z





**OFFICE OF THE CONTROLLER**  
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield  
Controller

Todd Rydstrom  
Deputy Controller

June 4, 2019

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: File Numbers 190518-190535, 190539-190542, 190544: Memoranda of Understanding (MOU) between the City and County of San Francisco and various Unions representing City bargaining units

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of 23 MOUs and one MOU amendment between the City and County of San Francisco and various Unions representing employee bargaining units. The MOUs for all the unions except the Firefighters Union Local 798, Unit 2 cover the period July 1, 2019 through June 30, 2022. The MOU amendment for the Firefighters Union Local 798, Unit 2 amends the existing MOU, which covers the period July 1, 2018 through June 30, 2020.

The MOUs and MOU amendment affect approximately 20,000 authorized positions with an overall salary and benefits base of approximately \$2.6 billion. Our analysis finds that the MOUs will result in increased costs to the City of \$102.2 million (or 3.9%) of base wage and benefit cost in FY 2019-20, \$210.4 million (or 8.0%) of base wage and benefit cost in FY 2020-21, and \$314.1 million (or 11.9%) of base wage and benefit cost in FY 2021-22. Approximately 60% of the increased cost is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2020-21 and FY 2021-22 could be delayed if the Joint Report projects a budget deficit greater than \$200 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$159.5 million and \$260.0 in FY 2020-21 and FY 2021-22, respectively. See Attachments A and B for a detailed listing and analysis of costs for the affected MOUs.

If you have additional questions or concerns, please contact me at 554-7500 or Carol Lu of my staff at 554-7647.

Sincerely,



Ben Rosenfield  
Controller

cc: Carol Isen, ERD  
Harvey Rose, Budget Analyst

## Attachment A

Combined Costs for All MOUs and Amendments		FY 2019-20	FY 2020-21	FY 2021-22
Wages	\$	78,019,000	\$ 163,885,000	\$ 245,792,000
Wage-Related Fringe Benefits		20,084,000	42,364,000	63,796,000
Premiums		1,902,000	1,992,000	2,014,000
Other Benefits		2,209,000	2,206,000	2,555,000
MOU Total \$		102,214,000	\$ 210,447,000	\$ 314,157,000
% of Wage and Benefits Base		3.9%	8.0%	11.9%

### Union Detail\*

#### File Number Union

190518	Unrepresented Employees	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 289,000	\$ 610,000	\$ 919,000
	Wage-Related Fringe Benefits	78,000	165,000	249,000
	Internal Adjustment Fund	16,000	0	0
	Union Total \$	383,000	\$ 775,000	\$ 1,168,000
	% of Wage and Benefits Base	3.7%	7.4%	11.2%
190519	Fire Fighters Union Local 798, Unit 2	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 30,000	\$ 19,000	\$ 0
	Wage-Related Fringe Benefits	4,000	4,000	0
	Union Total \$	34,000	\$ 23,000	\$ 0
	% of Wage and Benefits Base	N/A	N/A	N/A
190520	Municipal Attorney's Association	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 3,223,000	\$ 6,799,000	\$ 10,240,000
	Wage-Related Fringe Benefits	857,000	1,807,000	2,722,000
	California Bar Dues	196,000	196,000	196,000
	Standby Pay	140,000	140,000	140,000
	Union Total \$	4,416,000	\$ 8,942,000	\$ 13,298,000
	% of Wage and Benefits Base	3.8%	7.7%	11.5%
190521	Machinists Union, Local 1414	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 540,000	\$ 1,140,000	\$ 1,716,000
	Wage-Related Fringe Benefits	150,000	316,000	476,000
	Job Class Equity Adjustments	235,000	244,000	252,000
	Lead Person Premium	115,000	115,000	115,000
	One-Time Payment for Job Classes 7258, 7337, 7332, 7331, 7327, 7434	83,000	0	0
	Acting Assignment	27,000	28,000	29,000
	Weekend Differential	25,000	26,000	27,000
	Protective Clothing	8,000	8,000	8,000
	Wage Increase for Tool Allowance	7,000	7,000	7,000
	Safety Eyewear	7,000	7,000	7,000
	Life Insurance	7,000	7,000	7,000
	Safety Footwear	7,000	7,000	7,000
	Union Total \$	1,211,000	\$ 1,905,000	\$ 2,651,000
	% of Wage and Benefits Base	6.2%	9.7%	13.5%
190522	International Federation of Professional and Technical Engineers, Local 21	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 18,088,000	\$ 38,161,000	\$ 57,472,000
	Wage-Related Fringe Benefits	5,083,000	10,723,000	16,150,000
	Job Class Equity Adjustments	618,000	1,468,000	1,715,000
	Floating Holidays	272,000	279,000	289,000
	Employee Development Fund	250,000	250,000	250,000
	TechHire Program	100,000	100,000	100,000
	Extended Ranges	86,000	172,000	258,000
	Bilingual Pay Premium	48,000	48,000	48,000
	Geotechnical Engineer Premium	38,000	39,000	41,000
	Construction Inspector Premium	5,000	6,000	6,000
	Union Total \$	24,588,000	\$ 51,246,000	\$ 76,329,000
	% of Wage and Benefits Base	3.7%	7.8%	11.6%

190523	<u>Laborers International Union, Local 261</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 3,141,000	\$ 6,627,000	\$ 9,981,000
	Wage-Related Fringe Benefits	835,000	1,761,000	2,652,000
	Job Class Equity Adjustments	215,000	222,000	231,000
	Health Insurance Cost Sharing	160,000	340,000	360,000
	Protective Clothing	77,000	77,000	77,000
	Lead Person Premium	52,000	52,000	52,000
	Union Total	\$ 4,480,000	\$ 9,079,000	\$ 13,353,000
	% of Wage and Benefits Base	4.0%	8.0%	11.8%
190524	<u>International Brotherhood of Electrical Workers, Local 6</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 1,264,000	\$ 2,666,000	\$ 4,015,000
	Wage-Related Fringe Benefits	333,000	703,000	1,058,000
	Job Class Equity Adjustments	103,000	134,000	194,000
	Shift Differential	28,000	29,000	30,000
	Airport Standby Pay	24,000	24,000	24,000
	Safety Shoes	20,000	20,000	20,000
	Certification Premiums	20,000	20,000	21,000
	Overtime During Rest Period	10,000	10,000	10,000
	Tuition Reimbursement	3,000	3,000	3,000
	Meals at Hetch Hetchy	1,000	1,000	1,000
	Union Total	\$ 1,806,000	\$ 3,610,000	\$ 5,376,000
	% of Wage and Benefits Base	4.0%	8.0%	11.8%
190525	<u>San Francisco Deputy Probation Officers' Association</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 514,000	\$ 1,084,000	\$ 1,632,000
	Wage-Related Fringe Benefits	164,000	346,000	521,000
	CalPERS Waiver	132,000	0	0
	Life Insurance	6,000	6,000	6,000
	Bilingual Pay Premium	0	0	0
	Union Total	\$ 816,000	\$ 1,436,000	\$ 2,159,000
	% of Wage and Benefits Base	4.2%	7.5%	11.2%
190526	<u>Operating Engineers, Local 3</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 211,000	\$ 446,000	\$ 671,000
	Wage-Related Fringe Benefits	55,000	116,000	174,000
	Crane Certification Premium	25,000	34,000	38,000
	Lead Person Premium	1,000	1,000	1,000
	Commercial Driver's License Premium	1,000	1,000	1,000
	Union Total	\$ 293,000	\$ 598,000	\$ 885,000
	% of Wage and Benefits Base	3.9%	7.9%	11.7%
190527	<u>Teamsters, Local 856 (Multi-Unit)</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 337,000	\$ 712,000	\$ 1,072,000
	Wage-Related Fringe Benefits	94,000	198,000	298,000
	Job Class Equity Adjustments	55,000	81,000	110,000
	Night Duty Premium for Job Class 2496	12,000	13,000	13,000
	Officer of the Day Premium	6,000	6,000	6,000
	Union Total	\$ 504,000	\$ 1,010,000	\$ 1,499,000
	% of Wage and Benefits Base	4.1%	8.2%	12.2%
190528	<u>Transport Workers Union of America, Local 250-A (7410)</u>	FY 2019-20	FY 2020-21	FY 2021-22
	Wages	\$ 83,000	\$ 174,000	\$ 263,000
	Wage-Related Fringe Benefits	24,000	50,000	76,000
	Protective Clothing	2,000	2,000	2,000
	Life Insurance	1,000	1,000	1,000
	Emergency Road Repair Premium	1,000	1,000	1,000
	Union Total	\$ 111,000	\$ 228,000	\$ 343,000
	% of Wage and Benefits Base	3.7%	7.5%	11.3%

<u>Transport Workers Union of America, Local 250-A (Multi-Unit)</u>		FY 2019-20	FY 2020-21	FY 2021-22
190529	Wages	\$ 410,000	\$ 864,000	\$ 1,302,000
	Wage-Related Fringe Benefits	116,000	245,000	370,000
	Tuition Reimbursement	5,000	5,000	5,000
	Bilingual Pay Premium	8,000	8,000	8,000
	Environmental Health Temporary Events Premium	7,000	7,000	0
	One-Time Retroactive Schedule Differential	7,000	0	0
	Vector Control Certified Technician Premium	1,000	1,000	1,000
	Union Total \$	554,000	\$ 1,130,000	\$ 1,686,000
	% of Wage and Benefits Base	3.7%	7.6%	11.3%
<u>Transport Workers Union of America, Local 200</u>		FY 2019-20	FY 2020-21	FY 2021-22
190530	Wages	\$ 122,000	\$ 257,000	\$ 387,000
	Wage-Related Fringe Benefits	34,000	71,000	107,000
	Officer Involved Shooting Standby Pay	83,000	86,000	89,000
	Union Total \$	239,000	\$ 414,000	\$ 583,000
	% of Wage and Benefits Base	5.4%	9.4%	13.2%
<u>Service Employees International Union, Local 1021</u>		FY 2019-20	FY 2020-21	FY 2021-22
190531	Wages	\$ 33,031,000	\$ 69,685,000	\$ 104,949,000
	Wage-Related Fringe Benefits	8,827,000	18,622,000	28,045,000
	Extended Steps	1,404,000	2,746,000	4,439,000
	Job Class Equity Adjustments	217,000	832,000	854,000
	Bilingual Pay Premium	554,000	554,000	554,000
	Lead Person Premium	322,000	322,000	322,000
	Work Training Program	200,000	200,000	200,000
	CalPERS Waiver	80,000	0	0
	Certification Premium	72,000	75,000	77,000
	Public Safety Communications Premium	9,000	10,000	10,000
	Uniforms	14,000	14,000	14,000
	Pressure Washing Premium	8,000	9,000	9,000
	Workplace Improvement Committee	5,000	6,000	6,000
	Eliminate Training Funds	(10,000)	(10,000)	(10,000)
	Union Pays Administrative Fees	(27,000)	(27,000)	(27,000)
	Union Total \$	44,706,000	\$ 93,038,000	\$ 139,442,000
	% of Wage and Benefits Base	3.9%	8.0%	12.0%
<u>Supervising Probation Officers</u>		FY 2019-20	FY 2020-21	FY 2021-22
190532	Wages	\$ 122,000	\$ 257,000	\$ 387,000
	Wage-Related Fringe Benefits	41,000	86,000	129,000
	Union Total \$	163,000	\$ 343,000	\$ 516,000
	% of Wage and Benefits Base	3.5%	7.4%	11.2%
<u>San Francisco City Workers United</u>		FY 2019-20	FY 2020-21	FY 2021-22
190533	Wages	\$ 364,000	\$ 768,000	\$ 1,157,000
	Wage-Related Fringe Benefits	97,000	205,000	309,000
	Industrial Coatings Premium	11,000	11,000	11,000
	Taping Premium	2,000	2,000	2,000
	Sand Blast Premium	2,000	2,000	2,000
	Thermo Plastic Truck Premium	15,000	15,000	15,000
	Correctional Facility Premium	1,000	1,000	1,000
	Hydro Washer Truck Premium	4,000	4,000	4,000
	Work Clothing	8,000	8,000	8,000
	Union Total \$	504,000	\$ 1,016,000	\$ 1,509,000
	% of Wage and Benefits Base	3.8%	7.8%	11.5%
<u>Municipal Executives Association</u>		FY 2019-20	FY 2020-21	FY 2021-22
190534	Wages	\$ 6,337,000	\$ 13,370,000	\$ 20,136,000
	Wage-Related Fringe Benefits	1,698,000	3,582,000	5,395,000
	Management Classification/Compensation Plan (MCCP) Funds	343,000	356,000	614,000
	Safety Equipment	4,000	4,000	4,000
	Life Insurance	0	29,000	88,000
	Union Total \$	8,382,000	\$ 17,341,000	\$ 26,237,000
	% of Wage and Benefits Base	3.7%	7.6%	11.5%

International Union of Operating Engineers Stationary Engineers, Local 39

		FY 2019-20	FY 2020-21	FY 2021-22
190535	Wages	\$ 2,610,000	\$ 5,506,000	\$ 8,293,000
	Wage-Related Fringe Benefits	701,000	1,479,000	2,227,000
	Job Class Equity Adjustment	565,000	1,180,000	1,843,000
	Certification Premium	89,000	93,000	96,000
	Union Total \$	3,965,000	\$ 8,258,000	\$ 12,459,000
	% of Wage and Benefits Base	4.2%	8.8%	13.2%

United Association of Journeymen and Apprentices - Plumbing and Fitting

Industry, Local 38

		FY 2019-20	FY 2020-21	FY 2021-22
190539	Wages	\$ 1,260,000	\$ 2,658,000	\$ 4,003,000
	Wage-Related Fringe Benefits	328,000	692,000	1,042,000
	Job Class Equity Adjustments	54,000	80,000	107,000
	Lead Worker Pay	45,000	45,000	45,000
	Cross Connection Certification Premium	11,000	56,000	58,000
	Acting Assignment Pay	25,000	26,000	27,000
	Night Shift Pay	23,000	24,000	25,000
	Safety Equipment	15,000	15,000	15,000
	Life Insurance	15,000	15,000	15,000
	Asbestos Certification Premium	7,000	7,000	7,000
	Boat/Barge Premium	6,000	6,000	6,000
	Union Total \$	1,789,000	\$ 3,624,000	\$ 5,350,000
	% of Wage and Benefits Base	4.0%	8.0%	11.9%

San Francisco Institutional Police Officers' Association

		FY 2019-20	FY 2020-21	FY 2021-22
190540	Wages	\$ 6,000	\$ 13,000	\$ 20,000
	Wage-Related Fringe Benefits	1,000	3,000	4,000
	Union Total \$	7,000	\$ 16,000	\$ 24,000
	% of Wage and Benefits Base	3.3%	7.6%	11.3%

San Francisco District Attorney Investigators' Association

		FY 2019-20	FY 2020-21	FY 2021-22
190541	Wages	\$ 172,000	\$ 363,000	\$ 547,000
	Wage-Related Fringe Benefits	43,000	90,000	135,000
	Job Class Equity Adjustments	92,000	257,000	266,000
	Eliminate Funds for Training	(41,000)	(41,000)	(41,000)
	Wage Adjustments to Pay for Training	64,000	66,000	68,000
	Jury Duty Pay	4,000	4,000	4,000
	Bilingual Pay Premium	2,000	2,000	2,000
	Severance Pay	2,000	2,000	2,000
	Union Total \$	338,000	\$ 743,000	\$ 983,000
	% of Wage and Benefits Base	5.5%	12.2%	16.1%

San Francisco Building Inspectors Association

		FY 2019-20	FY 2020-21	FY 2021-22
190542	Wages	\$ 323,000	\$ 681,000	\$ 1,025,000
	Wage-Related Fringe Benefits	89,000	188,000	284,000
	Certification Premium	34,000	35,000	37,000
	Lead Worker Pay	1,000	1,000	1,000
	Union Total \$	447,000	\$ 905,000	\$ 1,347,000
	% of Wage and Benefits Base	3.8%	7.7%	11.5%

	Crafts Coalition	FY 2019-20	FY 2020-21	FY 2021-22
190544	Wages	\$ 1,614,000	\$ 3,405,000	\$ 5,128,000
	Wage-Related Fringe Benefits	432,000	912,000	1,373,000
	Job Class Equity Adjustments	125,000	125,000	126,000
	Clothing	74,000	74,000	74,000
	Lead Worker Pay	68,000	68,000	68,000
	Specialized Equipment Premium	46,000	46,000	46,000
	Acting Assignment Pay	31,000	43,000	48,000
	Boom Truck / Street Sweeper Premium	30,000	30,000	30,000
	Life Insurance	24,000	24,000	24,000
	Association of Diving Contractors International Certification (ACDI)	18,000	24,000	27,000
	Asbestos Certification Premium	6,000	6,000	6,000
	Underwater Diving Pay	4,000	4,000	4,000
	Sewage Premium	3,000	3,000	3,000
	Waste Water Treatment Facility Premium	3,000	3,000	3,000
	Union Total	\$ 2,478,000	\$ 4,767,000	\$ 6,960,000
	% of Wage and Benefits Base	4.3%	8.2%	12.0%

\* Costs or savings less than \$500 are not shown individually but are reflected in the Union Total values.

## Attachment B

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 23 MOUs and one MOU amendment between the City and County of San Francisco and various Unions representing employee bargaining units. The attached analysis reviews the MOUs and one MOU amendment listed below:

- 190518 – Compensation for Unrepresented Employees
- 190519 – Fire Fighters Union Local 798, Unit 2
- 190520 – Municipal Attorneys' Association
- 190521 – Machinists Union, Local 1414
- 190522 – International Federation of Professional and Technical Engineers, Local 21
- 190523 – Laborers International Union, Local 261
- 190524 – International Brotherhood of Electrical Workers, Local 6
- 190525 – San Francisco Deputy Probation Officers' Association
- 190526 – Operating Engineers, Local 3
- 190527 – Teamsters, Local 856 (Multi-Unit)
- 190528 – Transport Workers' Union, Local 250-A – Automotive Service Workers (7410)
- 190529 – Transport Workers Union of America, Local 250-A (Multi-Unit)
- 190530 – Transport Workers Union of America, Local 200
- 190531 – Service Employees International Union, Local 1021
- 190532 – Supervising Probation Officers
- 190533 – San Francisco City Workers United
- 190534 – Municipal Executives Association
- 190535 – International Union of Operating Engineers Stationary Engineers, Local 39
- 190539 – United Association of Journeymen and Apprentices - Plumbing and Pipe Fitting Industry, Local 38
- 190540 – San Francisco Institutional Police Officers' Association
- 190541 – San Francisco District Attorney Investigators' Association
- 190542 – San Francisco Building Inspectors' Association
- 190544 – Crafts Coalition

The MOUs and MOU amendment affect approximately 20,000 authorized positions with an overall salary and benefits base of approximately \$2.6 billion. Our analysis finds that the MOUs will result in increased costs to the City of \$ \$102.2 million (or 3.9%) of base wage and benefit cost in FY 2019-20, \$210.4 million, (or 8.0%) of base wage and benefit cost in FY 2020-21, and \$314.1 million (or 11.9%) of base wage and benefit cost in FY 2021-22. Approximately 60% of the increased cost is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2020-21 and FY 2021-22 could be delayed if the Joint Report projects a budget deficit greater than \$200 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$159.5 million and \$260.0 in FY 2020-21 and FY 2021-22, respectively.

The MOUs share the following key provisions:

- **Citywide Wage Increases.** With the exception to the Fire Fighters Union Local 798, Unit 2 MOU amendment, the MOUs increase base wages by 3.0% on July 1, 2019; 1.0% on December 28, 2019; 3.0% on July 1, 2020; 0.5% on December 26, 2020; 3.0% on July 1, 2021; 0.5% on January 8, 2022. As noted above, these mid-year wage increases could be delayed by six months in FY 2020-21 and FY 2021-22 if the Joint Report projects a budget deficit of greater than \$200 million. The Fire Fighters Union Local 798, Unit 2 has an existing MOU for FY 2018-19 through FY 2020-21.
- **Job Class Equity Adjustments.** Eleven MOUs contain provisions to adjust pay scales for select job classes to align with similar job classes.

Overall, more than 95% of the total cost increase is attributable to citywide wage increases and job class equity adjustment increases. In addition, most of the MOUs contain provisions to add or change premium pay for certain skills and certifications. Several of the MOUs also adjust compensatory time, floating holidays, and jury duty pay; in most cases, we did not find an additional cost for these provisions.

The MOUs are discussed in more detail below.

#### **File Number 190518 – Compensation for Unrepresented Employees**

The MOU for Unrepresented Employees affects 60 authorized positions with a base salary of \$8.2 million and an overall pay and benefits base of approximately \$10.4 million. We project the MOU will increase costs to the City by \$0.4 million in FY 2019-20, \$0.8 million in FY 2020-21, and \$1.2 million in FY 2021-22. More than 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement.

#### **File Number 190519 – Fire Fighters Union Local 798, Unit 2**

The MOU amendment for the Fire Fighters Union Local 798, Unit 2 affects 1 authorized position (H-42 Assistant Fire Marshal) with a base salary of \$0.2 million and an overall pay and benefits base of approximately \$0.2 million. We project the amendment will increase costs to the City by \$34,000 in FY 2019-20 and \$23,000 in FY 2020-21, should the budgeted position be filled.



**File Number 190520 – Municipal Attorneys' Association**

The MOU for the Municipal Attorneys' Association affects 429 authorized positions with a base salary of \$91.0 million and an overall pay and benefits base of approximately \$115.9 million. We project the MOU will increase costs to the City by \$4.4 million in FY 2019-20, \$8.9 million in FY 2020-21, and \$13.3 million in FY 2021-22. More than 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for standby pay and California Bar dues account for the remainder of the cost increase. Changes to floating holidays, administrative leave, life insurance, and jury duty are estimated to have no change in cost.

**File Number 190521 – Machinists Union, Local 1414**

The MOU for the Machinists Union, Local 1414 affects 149 authorized positions with a base salary of \$14.6 million and an overall pay and benefits base of approximately \$19.6 million. We project the MOU will increase costs to the City by \$1.2 million in FY 2019-20, \$1.9 million in FY 2020-21, and \$2.7 million in FY 2021-22. More than 75% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, equipment, life insurance, and various adjustments to pay account for the remainder of the cost increase.

**File Number 190522 – International Federation of Professional and Technical Engineers, Local 21**

The MOU for the International Federation of Professional and Technical Engineers, Local 21 affects 4,206 authorized positions with a base salary of \$507.2 million and an overall pay and benefits base of approximately \$658.5 million. We project the MOU will increase costs to the City by \$24.6 million in FY 2019-20, \$51.3 million in FY 2020-21, and \$76.3 million in FY 2021-22. About 95% of the total cost increase is due to the citywide wage increases in each year of the agreement. Increases for job class equity adjustments, floating holidays, employee development, TechHire, extended ranges, and premiums account of the remainder of the cost. Changes to compensatory time are estimated to have no change in cost.

**File Number 190523 – Laborers International Union, Local 261**

The MOU for the Laborers International Union, Local 261 affects 1,076 authorized positions with a base salary of \$83.6 million and an overall pay and benefits base of approximately \$113.0 million. We project the MOU will increase costs to the City by \$4.5 million in FY 2019-20, \$9.1 million in FY 2020-21, and \$13.3 million in FY 2021-22. About 85% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, health insurance cost sharing, protective clothing, and premiums account for the remainder of the cost increase.

**File Number 190524 – International Brotherhood of Electrical Workers, Local 6**

The MOU for International Brotherhood of Electrical Workers, Local 6 affects 275 authorized positions with a base salary of \$32.2 million and an overall pay and benefits base of about \$45.4 million. We

project the MOU will increase costs to the City by \$1.8 million in FY 2019-20, \$3.6 million in FY 2020-21, and \$5.4 million in FY 2021-22. About 85% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, shift differentials, standby pay, equipment, employee development, and premiums account for the remainder of the cost increase.

**File Number 190525 – San Francisco Deputy Probation Officers’ Association**

The MOU for San Francisco Deputy Probation Officers’ Association affects 128 authorized positions with a base salary of \$14.4 million and an overall pay and benefits base of about \$19.3 million. We project the MOU will increase costs to the City by \$0.8 million in FY 2019-20, \$1.4 million in FY 2020-21, and \$2.2 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for CalPERS forgiveness, life insurance, and premiums account for the remainder of the cost increase.

**File Number 190526 – Operating Engineers, Local 3**

The MOU for Operating Engineers, Local 3 affects 49 authorized positions with a base salary of \$5.5 million and an overall pay and benefits base of about \$7.6 million. We project the MOU will increase costs to the City by \$0.3 million in FY 2019-20, \$0.6 million in FY 2020-21, and \$0.9 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for premiums account for the remainder of the cost increase. Changes to compensatory time are estimated to have no change in cost.

**File Number 190527 – Teamsters, Local 856 (Multi-Unit)**

The MOU for Teamsters, Local 856 (Multi-Unit) affects 90 authorized positions with a base salary of \$9.0 million and an overall pay and benefits base of about \$12.3 million. We project the MOU will increase costs to the City by \$0.5 million in FY 2019-20, \$1.0 million in FY 2020-21, and \$1.5 million in FY 2021-22. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job equity and premiums account for the remainder of the cost increase.

**File Number 190528 – Transport Workers’ Union, Local 250-A – Automotive Service Workers (7410)**

The MOU for Transport Workers’ Union, Local 250-A – Automotive Service Workers (7410) affects 31 authorized positions with a base salary of \$2.3 million and an overall pay and benefits base of about \$3.0 million. We project the MOU will increase costs to the City by \$0.1 million in FY 2019-20, \$0.2 million in FY 2020-21, and \$0.3 million in FY 2021-22. About 98% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for protective clothing, life insurance, and premiums account for the remainder of the cost increase. Changes to compensatory time and floating holidays are estimated to have no change in cost.

**File Number 190529 – Transport Workers Union of America, Local 250-A (Multi-Unit)**

The MOU for Transport Workers Union of America, Local 250-A (Multi-Unit) affects 97 authorized positions with a base salary of \$11.6 million and an overall pay and benefits base of about \$14.9 million. We project the MOU will increase costs to the City by \$0.5 million in FY 2019-20, \$1.1 million in FY 2020-21, and \$1.7 million in FY 2021-22. More than 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for premiums and employee development account for the remainder of the cost increase. Changes to compensatory time and floating holidays are estimated to have no change in cost.

**File Number 190530 – Transport Workers Union of America, Local 200**

The MOU for Transport Workers Union of America, Local 200 affects 28 authorized positions with a base salary of \$3.2 million and an overall pay and benefits base of about \$4.4 million. We project the MOU will increase costs to the City by \$0.2 million in FY 2019-20, \$0.4 million in FY 2020-21, and \$0.6 million in FY 2021-22. About 80% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for officer-involved shooting standby pay accounts for the remainder of the cost increase.

**File Number 190531 – Service Employees International Union, Local 1021**

The MOU for Service Employees International Union, Local 1021 affects 10,465 authorized positions with a base salary of \$859.5 million and an overall pay and benefits base of about \$1,158.3 million. We project the MOU will increase costs to the City by \$44.7 million in FY 2019-20, \$93.0 million in FY 2020-21, and \$139.4 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, extended steps, premiums, employee development, and benefits account for the remainder of the cost increase.

**File Number 190532 – Supervising Probation Officers**

The MOU for Supervising Probation Officers affects 29 authorized positions with a base salary of \$3.5 million and an overall pay and benefits base of about \$4.6 million. We project the MOU will increase costs to the City by \$0.2 million in FY 2019-20, \$0.3 million in FY 2020-21, and \$0.5 million in FY 2021-22. The entire cost increase is attributable to the citywide wage increases in each year of the agreement. Changes to compensatory time, floating holidays, and premiums are estimated to have no change in cost.

**File Number 190533 – San Francisco City Workers United**

The MOU for San Francisco City Workers United affects 101 authorized positions with a base salary of \$9.5 million and an overall pay and benefits base of about \$13.1 million. We project the MOU will

increase costs to the City by \$0.5 million in FY 2019-20, \$1.0 million in FY 2020-21, and \$1.5 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for premiums, and equipment account for the remainder of the cost increase.

#### **File Number 190534 – Municipal Executives Association**

The MOU for Municipal Executives Association affects 1,092 authorized positions with a base salary of \$179.8 million and an overall pay and benefits base of about \$228.3 million. We project the MOU will increase costs to the City by \$8.4 million in FY 2019-20, \$17.3 million in FY 2020-21, and \$26.2 million in FY 2021-22. More than 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for equipment, life insurance, and M CCP funds account for the remainder of the cost increase. Changes to compensatory time and jury duty pay are estimated to have no change in cost.

#### **File Number 190535 – International Union of Operating Engineers Stationary Engineers, Local 39**

The MOU for International Union of Operating Engineers Stationary Engineers, Local 39 affects 626 authorized positions with a base salary of \$67.3 million and an overall pay and benefits base of about \$94.1 million. We project the MOU will increase costs to the City by \$4.0 million in FY 2019-20, \$8.3 million in FY 2020-21, and \$12.5 million in FY 2021-22. About 85% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity and premiums account for the remainder of the cost increase.

#### **File 190539 – United Association of Journeymen and Apprentices - Plumbing and Pipe Fitting Industry, Local 38**

The MOU for United Association of Journeymen and Apprentices - Plumbing and Pipe Fitting Industry, Local 38 affects 267 authorized positions with a base salary of \$31.3 million and an overall pay and benefits base of about \$45.2 million. We project the MOU will increase costs to the City by \$1.7 million in FY 2019-20, \$3.6 million in FY 2020-21, and \$5.3 million in FY 2021-22. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, premiums, life insurance, and equipment account for the remainder of the cost increase.

#### **File 190540 – San Francisco Institutional Police Officers' Association**

The MOU for San Francisco Institutional Police Officers' Association affects 1 authorized position with a base salary of \$0.1 million and an overall pay and benefits base of about \$0.2 million. We project the MOU will increase costs to the City by \$7,000 in FY 2019-20, \$16,000 million in FY 2020-21, and \$24,000 million in FY 2021-22. The entire cost increase is attributable to the citywide wage

increases in each year of the agreement. Changes to premiums are estimated to have no change in cost.

**File 190541 – San Francisco District Attorney Investigators’ Association**

The MOU for San Francisco District Attorney Investigators’ Association affects 36 authorized positions with a base salary of \$4.6 million and an overall pay and benefits base of about \$6.1 million. We project the MOU will increase costs to the City by \$0.4 million in FY 2019-20, \$0.7 million in FY 2020-21, and \$1.0 million in FY 2021-22. About 70% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for job class equity, employee development, and premiums account for the remainder of the cost increase. Changes to compensatory time are estimated to have no change in cost.

**File 190542 – San Francisco Building Inspectors’ Association**

The MOU for San Francisco District Attorney Investigators’ Association affects 66 authorized positions with a base salary of \$8.8 million and an overall pay and benefits base of about \$11.7million. We project the MOU will increase costs to the City by \$0.4 million in FY 2019-20, \$0.7 million in FY 2020-21, and \$1.0 million in FY 2021-22. About 60% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases premiums account for the remainder of the cost increase. Changes to compensatory time are estimated to have no change in cost.

**File 190544 – Crafts Coalition**

The MOU for the Crafts Coalition affects 436 authorized positions with a base salary of \$42.7 million and an overall pay and benefits base of about \$58.1 million. We project the MOU will increase costs to the City by \$2.5 million in FY 2019-20, \$4.8 million in FY 2020-21, and \$7.0 million in FY 2021-22. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Increases for premiums, life insurance, clothing, and employee education account for the remainder of the cost increase.

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

## MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee  
Board of Supervisors

DATE: May 21, 2019

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of  
Understanding - May 2019

---

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on May 16, 2019:

These matters are pending committee action; I'm forwarding them to you for a cost analysis.

Please forward your analysis to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

### **File No. 190518 [Compensation for Unrepresented Employees]**

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2019.

### **File No. 190519 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 2]**

Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to provide a base wage increase for Classification H-42 Assistant Fire Marshal effective July 1, 2019.

**File No. 190520 [Memorandum of Understanding - Municipal Attorneys' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190521 [Memorandum of Understanding - Machinists Union, Local 1414]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2019, through June 30, 2022.

**File No. 190522 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2019, through June 30, 2022.

**File No. 190523 [Memorandum of Understanding - Laborers International Union, Local 261]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2019, through June 30, 2022.

**File No. 190524 [Memorandum of Understanding - International Brotherhood of Electrical Workers, Local 6]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2019, through June 30, 2022.

**File No. 190525 [Memorandum of Understanding - San Francisco Deputy Probation Officers' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190526 [Memorandum of Understanding - Operating Engineers, Local 3]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local 3, to be effective July 1, 2019, through June 30, 2022.

**File No. 190527 [Memorandum of Understanding - Teamsters, Local 856 (Multi-Unit)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

**File No. 190528 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (7410)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2019, through June 30, 2022

**File No. 190529 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (Multi-Unit)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

**File No. 190530 [Memorandum of Understanding - Transport Workers Union of America, Local 200]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 200, to be effective July 1, 2019, through June 30, 2022.



**File No. 190531 [Memorandum of Understanding - Service Employees International Union, Local 1021]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to be effective July 1, 2019, through June 30, 2022.

**File No. 190532 [Memorandum of Understanding - Supervising Probation Officers]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Supervising Probation Officers, to be effective July 1, 2019, through June 30, 2022.

**File No. 190533 [Memorandum of Understanding - San Francisco City Workers United]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United, to be effective July 1, 2019, through June 30, 2022.

**File No. 190534 [Memorandum of Understanding - Municipal Executives Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190535 [Memorandum of Understanding - International Union of Operating Engineers Stationary Engineers, Local 39]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers Stationary Engineers, Local 39, to be effective July 1, 2019, through June 30, 2022.

**File No. 190536 [Memorandum of Understanding - San Francisco Sheriffs' Managers and Supervisors Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190537 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 17]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2019, through June 30, 2022.

**File No. 190538 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 18]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2019, through June 30, 2022.

**File No. 190539 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2019, through June 30, 2022.

**File No. 190540 [Memorandum of Understanding - San Francisco Institutional Police Officers' Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190541 [Memorandum of Understanding - San Francisco District Attorney Investigators' Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190542 [Memorandum of Understanding - San Francisco Building Inspectors' Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190543 [Memorandum of Understanding - San Francisco Deputy Sheriffs' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190544 [Memorandum of Understanding - Crafts Coalition]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to be effective July 1, 2019, through June 30, 2022.

c: Todd Rydstrom, Office of the Controller  
Michelle Allersma, Office of the Controller  
Carol Lu, Office of the Controller